

## **Amendment B to HCFA and ADA License Agreement for the Use of CDT-3**

This Amendment is made by and between the American Dental Association (hereinafter referred to as "ADA") and the Department of Health and Human Services, Health Care Financing Administration (hereinafter referred to as "HCFA") to the Agreement regarding use of CDT-3 between the parties dated August 18, 1999.

### **Recitals**

HCFA, its agents and other entities participating in programs administered by HCFA have been authorized in the Agreement, as amended, to use the ADA's Current Dental Terminology (CDT-3), a coding work of dental nomenclature, in HCFA's "computer software systems," as defined in the Agreement; Publications; and Presentations regarding HCFA programs, and

HCFA has required certain of its agents and other entities participating in programs administered by HCFA (Entities) to publish the HCFA Common Procedures Coding System (which includes CDT-3) on their Internet web sites and in other electronic media in connection with HCFA programs. (Note: this definition of Entities does not extend to organizations with contracts under Section 1852 of the Social Security Act (the Act)).

The ADA owns all right, title, and interest (including all copyrights and other intellectual property rights) in CDT-3 (in both print and machine-readable forms), all other rights of commercialization, rental, or sale of CDT-3 or any part thereof, the right to make derivatives of CDT-3, and the right to distribute CDT-3 and copies thereof. HCFA acquires no proprietary interest in CDT-3, including the codes and descriptions, or copies thereof. The ADA retains all ownership rights in CDT-3, including the codes and descriptions, regardless of physical or electronic form. HCFA and the Entities may only use CDT-3 as expressly provided herein. All rights not expressly granted are reserved by ADA. The ADA wishes for the widespread distribution of CDT-3 in a low cost and efficient manner to HCFA and its Entities for administering HCFA programs,

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, the parties agree as follows:

1. This initial license shall be effective upon the date of execution by the last party that executes this amendment (Effective Date) through December 31, 2002, and will serve as a non-exclusive, royalty-free license authorizing HCFA to distribute to Entities. This distribution agreement will permit Entities, as mandated by HCFA requirements, to post or include certain

materials that contain CDT-3 on their web sites or in Electronic Media as defined herein in accordance with the following terms:

2. A) For purposes of this Amendment, “electronic media” means information sent via e-mail, tapes, disk or CD-ROM. Entities may include CDT-3 codes and nomenclature or descriptors (as defined herein) in the following types of materials to be included on their Internet web sites and Electronic Media:
  - 1) Local Medical Review Policies (LMRP)
  - 2) Bulletins/ Newsletters
  - 3) Program Memoranda and Billing Instructions
  - 4) Coverage and Coding Policies
  - 5) Program Integrity Bulletins and correspondence.
  - 6) Educational/Training Materials
  - 7) Special mailings containing information that would otherwise be included in the aforementioned publications, but due to time constraints require expedited handling
  - 8) Fee Schedules (subject to paragraph 4E hereof)
  - 9) Program/policy handbooks or manuals
  - 10) Computer based training manuals
- B) Other materials that may be added to this list based on subsequent amendments to this Amendment to meet HCFA’s needs, including the need to reflect HCFA obligations with respect to Internet files and data containing CDT-3.
- C) The aforementioned materials shall be referred to collectively as “Documents.”
- D)
  - 1) Entities may provide copies of the Document(s) in Electronic Media to requestors in order to comply with Freedom of Information Act requests provided that only CDT-3 codes and nomenclature as defined herein are included in the Document(s) and the Entities comply with paragraphs 1, 2, 3, 4, 5, 6, 8, and 9 of this Amendment.
  - 2) Entities may provide copies of the Document(s) to the Health and Human Services’ Office of Inspector General, the General Accounting Office, and to other Federal and State agencies, provided that the Entities comply with paragraphs 1, 2, 3, 4, 5, 6, 7, 8, and 9 of this Amendment. HCFA and/or the Entity will notify such Federal and State agencies in writing that its use of the Document(s) is subject to the terms of this Amendment.

E) The Documents should convey Medicare, State Children’s Health Insurance Program (SCHIP), or Medicaid specific information and not CDT-3 coding advice. Documents should not be designed to substitute for the CDT-3 book with respect to codes, long descriptions, notes and/or guidelines for any user.

F) For purposes of this Amendment, CDT-3 “nomenclature” shall mean CDT-3 five digit identifying code numbers and abbreviated procedural descriptions which are typeset in bold in the ADA’s CDT-3 Users Manual. CDT-3 “descriptors” shall mean CDT-3 five digit identifying code numbers, nomenclature, and procedural descriptions that include the complete procedural description.

3. Entities may use CDT-3 codes and nomenclature in their Documents subject to paragraphs 1, 2, 3, 4, 5, 6, 7, 8, 9, 10 and 12 hereof.

4. A) Except as specified in 4C, Entities may use CDT-3 descriptors in Document(s), provided that use of CDT-3 descriptors does not exceed over 15 percent of a Category of Service – e.g., Restorative. The above 15% limitation on the use of CDT-3 descriptors described above shall not apply if the Category of Service of CDT-3 as described has less than 15 CDT-3 codes. There may be other circumstances where the 15 percent rule may be waived by the ADA. The ADA and HCFA will address requests for waivers on a case-by-case basis. The ADA will respond by letter or other written notification of its decision regarding any such written waiver request from HCFA or its Entities.

B) For purposes of calculating the amount of “use” of CDT-3 descriptors as permitted herein, each distinct document, such as an individual issue of a Document, is evaluated separately. The ADA agrees to provide counts (total and 15 percent) of the number of CDT-3 codes included in the CDT-3 Book Category of Service sections on an annual basis to HCFA and/or its Entities in order to assist Entities in their compliance with this Amendment.

C) Fee Schedules may include CDT-3 codes and nomenclature. In no event shall any Fee Schedule contain CDT-3 descriptors. This prohibition includes, but is not limited to, Fee Schedules with listings of CDT-3 codes and/or descriptors, with or without associated fees, and the annual new codes and descriptors included in the CDT-3 book (unless the Category of Service of CDT-3 as described has less than 15 CDT-3 codes). Further, in no event shall a Fee Schedule be designed to substitute for the CDT-3 book for an individual user.

5. HCFA shall develop samples of permitted formats of display of CDT-3 to be used by Entities as contemplated by this Amendment. The formats shall emphasize the requirements of this Amendment and the Agreement including the requirements of copyright notices, separation of CDT-3 and non-CDT-3 via distinct sections, typography or text, and/or by separate listings of CDT-3 where such listings are permitted. Such sample formats shall be attached to this Amendment as Attachment 1 and made a part of this Amendment. HCFA shall distribute such formats to Entities to implement this Amendment.

6. The following copyright notice shall appear on the screen or Internet web-page including or immediately prior to the initial appearance or display of any CDT-3 in the Documents and on the first page of Documents of downloaded materials that includes CDT-3:

*CDT-3/2000 (including procedure codes, definitions (descriptions) and other data) is copyrighted by the American Dental Association. © 1999 American Dental Association. All rights reserved. Applicable Federal Acquisition Regulation System/Department of Defense Acquisition Regulation System (FARS/DFARS) Apply.*

Notwithstanding the foregoing, e-mail communications containing a limited reference to CDT-3 codes (e.g., six CDT-3 codes) need not contain the copyright notice.

7. When CDT-3 is offered in Documents from Internet web sites, Entities shall use the “point and click” license (as defined herein) in the form of Attachment 2.

A) Point and click license as required by this Amendment means a license that appears on a computer screen or web page and includes a computer program or web page mechanism that requires users to indicate whether they accept the terms of the license found at Attachment 2 by pointing their cursor and signaling, by clicking, that they accept the terms of said license prior to access to CDT-3.

B) This “point and click” license shall appear: before initial access to any CDT-3-containing pages at the Entities’ web site section level (e.g., before a section of bulletins, or LMRPs, etc.) or prior to each document containing CDT-3, at the Entity’s option and before each file download containing CDT-3 as is the case at the HCFA web site (e.g., <http://www.hcfa.gov/stats/rvucrst.htm>).

C) The following statement shall also appear on the point and click download pages as per <http://www.hcfa.gov/stats/revdnlod.htm>, (e.g.,

on the web page where the link to the actual Document appears after the point and click license) which reads as follows:

**“Note: Should you have landed here as a result of a search engine (or other) link, be advised that these files contain material that is copyrighted by the American Dental Association (ADA). You are forbidden to download the materials unless you read, agree to and abide by the provisions of the copyright statement. [Read the copyright statement now \(you will be linked back to here\).](#)”**

Computer-based training modules that function as software must include an embedded point and click license containing the provisions of Attachment 2 if they contain CDT-3 codes, descriptions, notes or guidelines. The software shall include a mechanism that requires the acceptance of the point and click license before installation of the program. The provisions of paragraphs 1, 2, 3, 4, 5, 6, 7, 9, 10 and 12 of this Amendment also apply to computer-based training modules.

Entities shall revise the referenced point and click licenses upon reasonable notice from HCFA in order to protect the ADA’s rights including copyright and trademark in CDT-3 and to comply with U.S. governmental rights provisions, after the ADA notification to HCFA. Entities may include additional terms in the license provided they do not conflict with the terms of Attachment 2, and provided they do not expose the ADA to liability or jeopardize any ADA rights in CDT-3 including copyright and trademark.

8. A) Subject to B) below, Entities shall include a point and click license (with the same terms as contained in Attachment 3) in any Electronic Media that they distribute to users outside their organizations if such Electronic Media contains any Document that includes CDT-3. Notwithstanding the foregoing, Electronic Media containing a limited reference to CDT-3 codes (e.g., six CDT-3 codes) need not contain the point and click notice.
- B) An Entity that is unable to use a point and click license in Electronic Media that it distributes to users outside its organization and which contains Documents that include CDT-3, may instead include a shrink-wrap license in such Electronic Media. A shrink-wrap license need not literally involve shrink-wrap material; rather it must at a minimum require the user outside of the Entity to break a seal (e.g. paper label) or other mechanism to acknowledge acceptance of the terms of the license. This shrink-wrap license will not be signed by the user, and the following notice shall appear in boldface type in a conspicuous location, so it can be

seen (prior to opening each electronic media package distributed) by the user outside of the Entity:

**“Although this Document is not copyrighted, it contains CDT-3, which is copyrighted by the American Dental Association. Carefully read the following ADA terms and conditions before opening the Electronic Media package. Opening this package acknowledges your acceptance of the ADA’s terms and conditions. If you do not agree with these provisions, you should, within a reasonable time, return the Electronic Media package unused”**

C) Entities may include additional terms in the shrink-wrap license described herein provided they do not conflict with the terms of Attachment 3 and provided they do not expose the ADA to liability or jeopardize any ADA rights in CDT-3, including copyright and trademark rights. Entities agree to revise the license in Attachment 3, upon reasonable notice from HCFA, in order to protect the ADA's rights including copyright and trademark rights in CDT-3 and to comply with U.S. governmental rights provisions, after ADA notification to HCFA.

9. A) Bulletins/Newsletters posted on an Entity’s Internet web site before the date the Entity receives written notification from HCFA of the requirements of this Amendment (as required by paragraph 11 of this Amendment) do not need to comply with paragraph 7 hereof, provided that the applicable copyright notice for the year of publication is contained therein as required by the Agreement.

B) After six weeks from the date the Entity receives written notification from HCFA of the requirements of this Amendment (as required by paragraph 11 of this Amendment), other Documents, whether newly issued or revised, posted on that Entity’s Internet web site must conform to paragraph 4 hereof. Other Documents posted on the Entity’s Internet web site prior to six weeks from the date the Entity receives written notification from HCFA of the requirements of this Amendment (as required by paragraph 11 of this Amendment) must conform with paragraph 4 of this Amendment by no later than 12 months after the effective date of the Amendment.

C) In no event may the Documents described in 9A and/or 9B be designed to substitute for the CDT-3 Book for any user. HCFA agrees to work with the ADA to address any unauthorized Documents to protect ADA’s copyright in CDT-3.

10. Entities may not charge a fee for distribution of Document(s) over the Internet or by electronic media, except that training materials including CDT-3 distributed over the Internet or by electronic media may be distributed for no more than their cost. Should the need arise, the parties agree to negotiate in good faith to allow distribution of other Document(s) over the Internet at no more than their cost. Entities may distribute Electronic Media that include Document(s) containing over 15 percent of a section or subsection of CDT-3 at no more than their cost.

11. HCFA will convey the requirements of this Amendment and provide a copy of the Amendment to the Entities through Program Memoranda or other normal mode of program communications as soon as possible but in no event later than eight (8) weeks after the Effective Date of this Amendment. HCFA shall be responsible for ensuring Medicare Entity compliance with the provisions of this Amendment through its normal mechanism of ensuring HCFA program compliance.

12. This Amendment authorizes use of CDT-3 only for purposes related to participating in HCFA programs. Distribution of materials containing CDT-3 codes and descriptions that are unrelated to HCFA programs, including, but not limited to, incorporation of CDT-3 into commercial products, shall require a separate license agreement with the ADA.

13. Medicaid agencies and SCHIPs and their fiscal agents shall have the option to agree to the license under this Amendment as if they were "Entities," as defined herein, subject to the following.

A) HCFA shall send all Medicaid agencies and SCHIPs a written notification with a copy of the Amendment not later than eight (8) weeks after the Effective Date of this Amendment notifying them in writing of all terms of this Amendment. This written notification shall include a form, which shall be subject to the approval of the ADA, where said Medicaid agencies and SCHIPs and their fiscal agents may agree to the terms of this Amendment as if they were Entities. (Form)

B) HCFA shall provide the ADA with copies of the Forms after they are executed by the respective Medicaid agencies and SCHIPs and their fiscal agents.

C) The parties acknowledge that Medicaid agencies and SCHIPs and their fiscal agents shall have the right to be covered by this Amendment, or if it so elects, it may attempt to negotiate a separate agreement with the ADA.

D) HCFA shall notify the ADA if it is aware that a Medicaid agency or SCHIP or fiscal agent that has elected to be subject to the terms of this Amendment is not in compliance with this Amendment.

E) A Medicaid agency, SCHIP and/or fiscal agent that has agreed to be subject to the terms of this Amendment will be subject to the appropriate action by the ADA, in the event that such Medicaid agency and/or fiscal agent is not in compliance with any provisions of this Amendment applicable to Entities.

14. Upon written request by any Entity that entered into an agreement with the ADA regarding the specific subject matter of this Amendment, the ADA shall cancel said applicable agreement(s) to allow said Entity the benefit of this Amendment. The ADA shall notify said Entities of this provision as soon as practical after the Effective Date of this Amendment.

15. Other than as stated herein, the terms of the Agreement remain unchanged.

**ACCEPTED:**

**HEALTH CARE FINANCING ADMINISTRATION**

By: \_\_\_\_\_ /s/  
Timothy M. Westmoreland

Title: Director, Center for Medicaid and State Operations

Date: December 21, 2000

By: \_\_\_\_\_ /s/  
Mark E. Miller

Title: Deputy Director, Center for Health Plans and Providers

Date: January 8, 2001

**AMERICAN DENTAL ASSOCIATION**

By: \_\_\_\_\_ /s/  
John S. Zapp, D.D.S.

Title: Executive Director

Date: December 19, 2000

## Attachment 1

### Sample CDT-3 Descriptor

#### **D0120 periodic oral evaluation**

An evaluation performed on a patient of record to determine any changes in the patient's dental and medical health status since a previous comprehensive or periodic evaluation. This may require interpretation of information acquired through additional diagnostic procedures. Report additional diagnostic procedures separately.

The above information has been obtained, or appears verbatim from the "Code on Dental Procedures and Nomenclature," published as CDT-3/2000. CDT-3/2000 (including procedure codes, definitions (descriptors) and other data) is copyrighted by the American Dental Association. © 1999 American Dental Association. All rights reserved. Applicable FARS/DFARS apply.

## Sample CDT-3 Descriptor in a Document

Guidelines for administering the dental benefit – Diagnostic Procedures

Clinical oral evaluations are covered diagnostic procedures that must be distinguished from preventive (e.g., dental prophylaxis) procedures. The following CDT procedure code is most common.

### **D0120 periodic oral evaluation**

An evaluation performed on a patient of record to determine any changes in the patient's dental and medical health status since a previous comprehensive or periodic evaluation. This may require interpretation of information acquired through additional diagnostic procedures. Report additional diagnostic procedures separately.

Periodic evaluation is an eligible procedure. Benefits are limited to twice annually for each covered member. The date of service should be the actual date of the examination.

The above information has been obtained, or appears verbatim from the "Code on Dental Procedures and Nomenclature," published as CDT-3/2000. **CDT-3/2000 (including procedure codes, definitions (descriptors) and other data) is copyrighted by the American Dental Association. © 1999 American Dental Association. All rights reserved. Applicable FARS/DFARS apply.**

## Sample CDT-3 Nomenclature In A Fee Schedule

### Revised 2001 National Dental Diagnostic Procedures Fee Schedule

<u>CDT-3 Code</u>	<u>Nomenclature</u>	<u>Scheduled Amount</u>
D0120	periodic oral evaluation	40
D0140	limited oral evaluation – problem focused	50
D0150	comprehensive oral evaluation	65
D0160	detailed and extensive oral evaluation – problem focused, by report	100
D0210	intraoral - complete series (including bitewings)	95
D0220	intraoral – periapical first film	22
D0230	intraoral – periapical each additional film	15
D0272	bitewings – two films	35
D0274	bitewings – four films	<u>49</u>

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## ATTACHMENT 2

### POINT AND CLICK LICENSE FOR USE OF “ADA CURRENT DENTAL TERMINOLOGY”, VERSION 2000 (“CDT-3™”)

#### End User/Point and Click Agreement:

CDT-3 codes, descriptions and other data only are copyright 1999 American Dental Association (ADA). All Rights Reserved. CDT-3 is a trademark of the ADA.

You, your employees and agents are authorized to use CDT-3 internally within your organization within the United States and its Territories. Use is limited to programs administered by Health Care Financing Administration (HCFA). You agree to take all necessary steps to ensure that your employees and agents abide by the terms of this agreement.

Any use not authorized herein is prohibited, including by way of illustration and not by way of limitation, making copies of CDT-3 for resale and/or license, transferring copies of CDT-3 to any party not bound by this agreement, creating any modified or derivative work of CDT-3, or making any commercial use of CDT-3. License to use CDT-3 for any use not authorized herein must be obtained through the American Dental Association, CDT-3 211 East Chicago Avenue, Chicago, IL 60611. Applications are available at the American Dental Association web site, <http://www.ADA.org/>.

Applicable Federal Acquisition Regulation Clauses (FARS)\Department of Defense Federal Acquisition Regulation Supplement (DFARS) Restrictions Apply to Government Use. Please click here to see all U.S. Government Rights Provisions. **X**

#### **Disclaimer of Warranties and Liabilities.**

CDT-3 is provided “as is” without warranty of any kind, either expressed or implied, including but not limited to, the implied warranties of performance or merchantability or fitness for a particular purpose. ADA warrants that due to the nature of CDT-3, it does not manipulate or process dates, therefore there is no Year 2000 issue with CDT-3. ADA disclaims responsibility for any errors in CDT-3 that may arise as a result of CDT-3 being used in conjunction with any software and/or hardware system that is not Year 2000 compliant. No fee schedules, basic unit, relative values or related listings are included in CDT-3. The ADA does not directly or indirectly practice dentistry or dispense dental services. The responsibility for the content of this file/product is with (Insert name

of applicable Entity) or HCFA and no endorsement by the ADA is intended or implied. The ADA disclaims responsibility for any consequences or liability attributable to or related to any use, non-use, or interpretation of information contained or not contained in this file/product. This license will terminate upon notice if you violate its terms. The ADA is a third party beneficiary to this license.

## **HCFA DISCLAIMER**

The scope of this license is determined by the ADA, the copyright holder. Any questions pertaining to the license or use of the CDT-3 should be addressed to the ADA. End Users do not act for or on behalf of the HCFA. HCFA DISCLAIMS RESPONSIBILITY FOR ANY LIABILITY ATTRIBUTABLE TO END USER USE OF THE CDT-3. HCFA WILL NOT BE LIABLE FOR ANY CLAIMS ATTRIBUTABLE TO ANY ERRORS, OMISSIONS, OR OTHER INACCURACIES IN THE INFORMATION OR MATERIAL COVERED BY THIS LICENSE. In no event shall HCFA be liable for direct, indirect, special, incidental, or consequential damages arising out of the use of such information or material.

Should the foregoing terms and conditions be acceptable to you, please indicate your agreement and acceptance by clicking below on the button labeled “accept”.

ACCEPT      DO NOT ACCEPT

## **U.S. Government Rights**

This product includes CDT-3, which is commercial technical data and/or computer data bases and/or commercial computer software and/or commercial computer software documentation, as applicable, which was developed exclusively at private expense by the American Dental Association, 211 East Chicago Avenue, Chicago, Illinois, 60611. U.S. Government rights to use, modify, reproduce, release, perform, display, or disclose these technical data and/or computer data bases and/or computer software and/or computer software documentation are subject to the limited rights restrictions of DFARS 252.227-7015(b)(2) (June 1995) and/or subject to the restrictions of DFARS 227.7202-1(a) (June 1995) and DFARS 227.7202-3(a) (June 1995), as applicable for U.S. Department of Defense procurements and the limited rights restrictions of FAR 52.227-14 (June 1987) and/or subject to the restricted rights provisions of FAR 52.227-14 (June 1987) and FAR 52.227-19 (June 1987), as applicable, and any applicable agency FAR Supplements, for non-Department of Defense Federal procurements.

## ATTACHMENT 3

### **SHRINK WRAP LICENSE FOR USE OF “CURRENT DENTAL TERMINOLOGY”, VERSION 2000 (“CDT-3™”)**

#### **End User/Shrink Wrap Agreement**

CDT-3 codes, descriptions and other data only are copyright 1999 American Dental Association (ADA). All Rights Reserved. CDT-3 is a trademark of the ADA.

You, your employees and agents are authorized to use CDT-3 internally within your organization within the United States and its territories. Use is limited to use in programs administered by Health Care Financing Administration (HCFA). You agree to take all necessary steps to ensure that your employees and agents abide by the terms of this agreement. You acknowledge that the ADA holds all copyright, trademark and other rights in CDT-3.

Any use not authorized herein is prohibited, including by way of illustration and not by way of limitation, making copies of CDT-3 for resale and/or license, transferring copies of CDT-3 to any party not bound by this agreement, creating any modified or derivative work of CDT-3, or making any commercial use of CDT-3. License to use CDT-3 for any use not authorized herein must be obtained through the American Dental Association, 211 East Chicago Avenue, Chicago, IL 60611. Applications are available at the American Dental Association web site, <http://www.ADA.org/>.

This product includes CDT-3, which is commercial technical data and/or computer data bases and/or commercial computer software and/or commercial computer software documentation, as applicable, which was developed exclusively at private expense by the American Dental Association, 211 East Chicago Avenue, Chicago, Illinois, 60611. U.S. Government rights to use, modify, reproduce, release, perform, display, or disclose these technical data and/or computer data bases and/or computer software and/or computer software documentation are subject to the limited rights restrictions of DFARS 252.227-7015(b)(2) (June 1995) and/or subject to the restrictions of DFARS 227.7202-1(a) (June 1995) and DFARS 227.7202-3(a) (June 1995), as applicable for U.S. Department of Defense procurements and the limited rights restrictions of FAR 52.227-14 (June 1987) and/or subject to the restricted rights provisions of FAR 52.227-14 (June 1987) and FAR 52.227-19 (June 1987), as applicable, and any applicable agency FAR Supplements, for non-Department of Defense Federal procurements.

## **Disclaimer of Warranties and Liabilities**

**CDT-3 is provided “as is” without warranty of any kind, either expressed or implied, including but not limited to, the implied warranties of merchantability and fitness for a particular purpose.** ADA warrants that due to the nature of CDT-3, it does not manipulate or process dates, therefore there is no Year 2000 issue with CDT-3. ADA disclaims responsibility for any errors in CDT-3 that may arise as a result of CDT-3 being used in conjunction with any software and/or hardware system that is not Year 2000 compliant. No fee schedules, basic unit, relative values or related listings are included in CDT-3. The ADA does not directly or indirectly practice medicine or dispense Dental services. The responsibility for the content of this file/product is with **(Insert name of applicable Entity)** or the HCFA and no endorsement by the ADA is intended or implied. The ADA disclaims responsibility for any consequences or liability attributable to or related to any use, non-use, or interpretation of information contained or not contained in this file/product.

## **HCFA DISCLAIMER**

The scope of this license is determined by the ADA, the copyright holder. Any questions pertaining to the license or use of the CDT-3 should be addressed to the ADA. End Users do not act for or on behalf of the HCFA. HCFA DISCLAIMS RESPONSIBILITY FOR ANY LIABILITY ATTRIBUTABLE TO END USER USE OF THE CDT-3. HCFA WILL NOT BE LIABLE FOR ANY CLAIMS ATTRIBUTABLE TO ANY ERRORS, OMISSIONS, OR OTHER INACCURACIES IN THE INFORMATION OR MATERIAL COVERED BY THIS LICENSE. In no event shall HCFA be liable for direct, indirect, special, incidental, or consequential damages arising out of the use of such information or material.

This license will terminate upon notice to you if you violate the terms of this license. The ADA is a third party beneficiary to this license.

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